



**HOLIDAY PROVISIONS**

**FOR**

**METAL ROOFING SYSTEMS INSTALLER**

**IN**

**SAN FRANCISCO, SAN MATEO AND SANTA CLARA**  
**COUNTIES**

# MEMORANDUM OF UNDERSTANDING

by and between

BAY AREA ASSOCIATION OF SMACNA CHAPTERS

166-104-1

and

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION LOCAL 104

The current Collective Bargaining Agreement dated July 1, 1994 through June 30, 1999 ("CBA") by and between Bay Area Association of SMACNA Chapters ("Association") and Sheet Metal Workers International Association Local 104 ("Union") shall be amended pursuant to the following conditions. All other conditions of the current contract, unless altered by this Memorandum of Understanding, shall remain the same. The agreement shall be extended to June 30, 2006.

1. The total economic monetary package shall be increased pursuant to the contract for the Commercial Building Trades Journeyman as follows:

7/1/99	\$1.25
7/1/00	\$1.25
7/1/01	\$1.25
7/1/02	\$1.00
7/1/03	\$1.00
7/1/04	\$1.00
7/1/05	\$1.10

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Div. of Labor Statistics & Research  
Chief's Office

The total economic monetary package shall be increased pursuant to the contract for Light Commercial Journeymen, Residential Journeyman/Air Conditioning Specialist and Material Expediter as follows:

	Light Commercial Journeyman	Residential Journeyman/ A/C Specialist	Material Expediter
7/1/99	\$1.05	\$0.65	\$0.39
7/1/00	\$1.05	\$0.65	\$0.40
7/1/01	\$1.05	\$0.65	\$0.40
7/1/02	\$1.00	\$0.65	\$0.31
7/1/03	\$1.00	\$0.65	\$0.32
7/1/04	\$1.00	\$0.65	\$0.32
7/1/05	\$1.00	\$0.65	\$0.35

5. The Employer shall have a right to name call Pre-Apprentices from the out-of-work list as long as they alternate their selection from the out-of-work list chronologically on a one on one basis. The first selection shall be by the Employer.

6. The parties agree to amend the current Local Siding & Decking contract so that it is an industrywide agreement by and between the Association and Union covering the geographical jurisdictions of Local 104. The current contractors signatory to the Siding and Decking contract shall not be required to execute the Association Agreement.

7. Any areas currently working under the standard 40-32 work schedule shall be included in the current language of North Bay where a sheet metal worker may voluntarily work a 40-hour work week.

8. San Francisco shall remain on the five-day, seven-hour day. However, in the event the United Association and/or IBEW change their 35-hour work week, the Union and Association shall agree to meet to discuss amending the 35-hour work week via the task force.

9. The Preservation of Work Fund language (see Exhibit 1) shall be included in the CBA.

10. An additional holiday shall be added for all employees covered hereunder which shall be Martin Luther King Day.

11. The contract early starting time shall change from 7:00 a.m. to 6:00 a.m.

12. The Employer agrees to provide a 10-minute scheduled coffee break in the morning. The coffee break shall be taken at the work station.

13. LI. Commercial work shall be increased from \$250,000 to \$270,000 with the exception of San Francisco. San Francisco shall be increased from \$50,000 to \$80,000. All Department of Industrial Relations

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Chief's Office

STANDARD FORM OF UNION AGREEMENT  
SHEET METAL, ROOFING, VENTILATING AND AIR CONDITIONING  
CONTRACTING DIVISIONS OF THE CONSTRUCTION INDUSTRY  
covering  
ALAMEDA, CONTRA COSTA, SANTA CLARA, SAN FRANCISCO, SAN MATEO,  
MARIN, SONOMA, NAPA, SOLANO, LAKE AND MENDOCINO COUNTIES

This Agreement (SFUA Form A-3-89) [NORTH BAY ~ SFUA Form A-3-91] and applicable Addenda amending the July 1989 Agreement and subsequent modifications negotiated between the Sheet Metal Workers International Association Local 104, hereinafter referred to as the "Union", and the Bay Area Association of SMACNA Chapters, and the applicable local chapters for Greater Oakland, Redwood Empire, San Francisco, San Mateo and Santa Clara, for and on behalf of its members and individual signatory contractors hereinafter referred to as "Employer" covers all work for Marin, Sonoma, Mendocino, Lake, Humboldt, Del Norte, Trinity, Alameda, Contra Costa, San Mateo, Napa, Solano, Santa Clara, Santa Cruz, Monterey, San Benito and San Francisco Counties of California. The parties agree that the terms and conditions contained in this agreement and applicable addenda shall apply as the minimum conditions for all work performed hereunder, for and within this contract jurisdiction. All signatory contractors must comply with the terms and conditions applicable to all work performed in given geographical areas as will be noted by area and contained in brackets [ ] below.

This Agreement (SFUA Form A-3-89) [NORTH BAY ~ SFUA Form A-3-91] and Addenda One, Two and Three, as well as any other applicable Addenda negotiated by the parties, shall be effective for work with purchase orders dated after final ratification of December 20, 1994, excluding wage/fringe benefit increases effective July 1, 1994.

ARTICLE I

SECTION 1. This Agreement covers the rates of pay and conditions of employment of all employees of the Employer engaged in but not limited to the: (a) manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing and servicing of all ferrous or nonferrous metal work and all other materials used in lieu thereof and of all air-veyor systems and air handling systems regardless of material used including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct lining; (c) testing and balancing of all air handling equipment and duct work; (d) the preparation of all shop and field sketches used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches; and (e) all other work included in the jurisdictional claims of Sheet Metal Workers' International Association.

ARTICLE II

SECTION 1. No Employer shall subcontract or assign any of the work described herein which is to be performed at a jobsite to any contractor, subcontractor or other person or party who fails to agree in writing to comply with the conditions of employment contained herein including, without limitations, those relating to union security, rates of pay and working conditions, hiring and other matters covered hereby for the duration of the project.

SECTION 2. Subject to other applicable provisions of this Agreement, the Employer agrees that when subcontracting for prefabrication of materials covered herein, such prefabrication shall be subcontracted to fabricators who pay their employees engaged in such fabrication not less than the prevailing wage for comparable sheet metal fabrication, as established under provisions of this Agreement.

ARTICLE III

SECTION 1. The Employer agrees that none but journeymen, apprentice and preapprentice sheet metal workers shall be employed on any work described in Article I and further, for the purpose of proving jurisdiction, agrees to provide the Union with written evidence of assignment on the Employer's letterhead for certain specified items of work to be performed at a jobsite prior to commencement of work at the site. List of such specific items, which may be revised from time to time, as agreed to by and between SMACNA and SMWIA shall be provided to the Employer.

#### ARTICLE IV

SECTION 1. The Union agrees to furnish upon request by the Employer duly qualified journeymen, apprentice and preapprentice sheet metal workers in sufficient numbers as may be necessary to properly execute work contracted for by the Employer in the manner and under the conditions specified in this Agreement.

#### ARTICLE V

SECTION 1. The Employer agrees to require membership in the Union, as a condition of continued employment of all employees performing any of the work specified in Article I of this Agreement, within eight (8) days following the beginning of such employment or the effective date of this Agreement, whichever is the later, provided the Employer has reasonable grounds for believing that membership is available to such employees on the same terms and conditions generally applicable to other members and that membership is not denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership.

SECTION 2. If during the term of this Agreement the Labor-Management Relations Act of 1947 shall be amended by Congress in such manner as to reduce the time within which an employee may be required to acquire union membership, such reduced time limit shall become immediately effective instead of and without regard to the time limit specified in Section 1 of this Article.

SECTION 3. The provisions of this Article shall be deemed to be of no force and effect in any state to the extent to which the making or enforcement of such provision is contrary to law. In any state where the making and enforcement of such provision is lawful only after compliance with certain conditions precedent, this Article shall be deemed to take effect as to involved employees immediately upon compliance with such conditions.

#### ARTICLE VI

SECTION 1. The regular working day shall consist of (see Addenda) hours labor in the shop or on the job between eight (8) a.m. and 4:30 p.m. and the regular working week shall consist of five (5) consecutive days at (see Addenda) hour days labor in the shop or on the job, beginning with Monday and ending with Friday of each week. All full time or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. Except as otherwise provided pursuant to Section 4 of this Article, all work performed outside the regular working hours and performed during the regular work week, shall be at (see Addenda) times the regular rate.

Employees shall be at the shop or project site at scheduled starting times each day and shall remain until quitting time.

SECTION 2. New Year's Day, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, Day after Christmas Day or days locally observed as such, and Saturday and Sunday shall be recognized as holidays. All work performed on holidays shall be paid as follows: two (2) times the regular gross taxable hourly rate or as otherwise provided in the ADDENDA attached hereto.

SECTION 3. It is agreed that all work performed outside of regular working hours during the regular work week and on holidays shall be performed only upon notification by the Employer to the local Union in advance of scheduling such work. Preference to overtime and holiday work shall be given to men on the job on a rotation basis so as to equalize such work as nearly as possible.

SECTION 4. Shift work and the pay and conditions therefore shall be only as provided in written ADDENDA attached to this Agreement. Energy conservation--Retrofit work performed outside the regular work day in occupied buildings shall be performed under shift work conditions to be established by the local parties or by the National Joint Adjustment Board on the request of either party, if not locally provided.

#### ARTICLE VII

SECTION 1. When employed in a shop or on a job within the limits of (see Addenda) employees shall be governed by the

**ADDENDUM NUMBER ONE**  
MARIN, SONOMA, MENDOCINO, LAKE, SAN MATEO, ALAMEDA, CONTRA COSTA,  
NAPA, SOLANO, SANTA CLARA AND SAN FRANCISCO COUNTIES OF CALIFORNIA

All firms signatory hereto are bound to the applicable Standard Form of Union Agreement. This Addendum modifies and/or amends those terms or conditions of the Standard Form Union Agreement when firms signatory hereto perform work described by this Addendum. Any contract items not specifically addressed/defined in this Addendum shall remain governed by the terms of the Standard Form of Union Agreement.

The amendments to the applicable SFUA and Addendum Number One, excluding wage/fringe increases effective July 1, 1994, shall become effective for work with purchase orders dated after final ratification of December 20, 1994.

**ITEM 1. WAGE AND FRINGE SCHEDULES**

Local 104 agrees to the goal of standardizing the fringe package throughout Local No. 104 where applicable.

**SECTION A.** Effective July 1, 1994, the former Wage and Fringe Schedule shall be increased by a total of twenty-one cents (\$0.21) per hour as maintenance of benefits for Health Care and SUB/SHC.

**SECTION B.** Effective July 1, 1995 the wage/fringe increase shall be one dollar (\$1.00) per hour, which shall be allocated as determined by the Local Union No. 104 members working under the terms and provisions of this agreement. Such allocations shall be made to wages, or to existing fringes, or to any new funds as may be mutually agreed to by the parties.

**SECTION C.** Effective July 1, 1996, the wage/fringe increase shall be one dollar (\$1.00) per hour, which shall be allocated as determined by the Local Union No. 104 members working under the terms and provisions of this agreement. Such allocations shall be made to wages, or to existing fringes, or to any new funds as may be mutually agreed to by the parties.

**SECTION D.** Effective July 1, 1997, the wage/fringe increase shall be one dollar and ten cents (\$1.10) per hour, which shall be allocated as determined by the Local Union No. 104 members working under the terms and provisions of this agreement. Such allocations shall be made to wages, or to existing fringes, or to any new funds as may be mutually agreed to by the parties.

**SECTION E.** Effective July 1, 1998, the wage/fringe increase shall be one dollar and ten cents (\$1.10) per hour, which shall be allocated as determined by the Local Union No. 104 members working under the terms and provisions of this agreement. Such allocations shall be made to wages, or to existing fringes, or to any new funds as may be mutually agreed to by the parties.

**SECTION F.** Bargaining unit employees hereunder shall include owner/members. Owner/members are proprietors, partners or corporate owners or officers or anyone participating in the management of the Employer, but who also performs work pursuant to this Agreement and who has applied for and been granted owner/member status by the Union. Owner/members shall pay all fringe contributions and dues on all actual hours worked with the tools, pursuant to this Agreement, but with respect to Health and Welfare and National Pension contributions only, the actual hours worked under the collective bargaining agreement or the minimum contribution hours set from time-to-time by the Trustees of the Sheet Metal Workers Local 104 Health Care Plan in the case of Health Care contributions and the Board of Trustees of the Sheet Metal Workers National Pension Trust in the case of National Pension, whichever is greater. Notice of changes in any minimum contributions required for Health Care and/or National Pension shall be mailed post-paid to the owner/member at least thirty days in advance of the effective date of any such change. Any such notice shall be incorporated in this Agreement as if fully set out herein.

**SECTION G. OUT-OF-AREA FABRICATION RATE:** The wage/fringe rate of journeypersons (apprentices and pre-apprentices are excluded) performing the fabrication of materials in the shop for installation in an area outside the jurisdiction of SMWIA Local Union 104 and Monterey, San Benito, Santa Cruz, Humboldt, Trinity or Del Norte Counties whose rate is lower than other Local No. 104 areas, shall be reduced by an amount not to exceed \$4.00 per hour. To assure that no individual or group of individuals is assigned

FRANCISCO, ALAMEDA/CONTRA COSTA, SANTA CLARA, SAN MATEO ~ SFUA Form A-3-89] to which such contractor is signatory; provided that [NORTH BAY, SAN FRANCISCO, SANTA CLARA, SAN MATEO ~ such contractor first notify the business manager in writing of the public work project to be bid, and provided further, that the business manager or his/her delegate may determine which sub-journeyperson classification shall be used in connection with such project and that the ratio of journeypersons to sub-journeypersons on the project shall not be in excess of two (2) sub-journeypersons for each three (3) journeypersons employed on the project.] ALAMEDA/CONTRA COSTA ~ said employees are otherwise eligible to perform on that type of project under terms of the Addendum utilized and further provided that the ratio of journeypersons to sub-journeypersons on the project shall not be in excess of two (2) sub-journeypersons for each three (3) journeypersons. Any Employer utilizing this provision shall notify the Union in writing within five (5) days of being notified that the firm is to be awarded a contract to perform the work.]

#### **ITEM 9. HOLIDAYS**

SECTION A. The following days are recognized holidays: New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day and Day after Christmas or days locally observed as such. Any holiday falling on Saturday shall be observed on the previous Friday. Any holiday falling on a Sunday shall be observed on the following Monday.

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SECTION B. If Christmas falls on Saturday, the preceding Friday shall be considered the legal holiday; and if the preceding Friday is already a holiday then the preceding Thursday shall be considered the legal holiday. If Christmas falls on a Sunday, the following Monday shall be considered a holiday; and if the following Monday is already a holiday; the following Tuesday shall be considered a legal holiday.

#### **ITEM 10. SHIFT WORK**

SECTION A. [NORTH BAY, SAN FRANCISCO, ALAMEDA/CONTRA COSTA, SAN MATEO ~ Shift work will mean work performed immediately following the regularly scheduled work day and for the stated number of hours as follows.]

SECTION B. [NORTH BAY, SAN FRANCISCO, ALAMEDA/CONTRA COSTA, SAN MATEO ~ Not less than five (5) consecutive days shall constitute a shift schedule, and all shift schedules shall end only on a Friday.]

SECTION C. [NORTH BAY, SAN FRANCISCO, ALAMEDA/CONTRA COSTA, SAN MATEO ~ The first shift shall be considered the day shift which starts at 8:00 a.m. The second shift shall start immediately following the first shift. The third shift shall start immediately following the second shift.]

SECTION D. [NORTH BAY, SAN FRANCISCO ~ The evening or swing shift shall receive twelve percent (12%) above the Class II straight time hourly rate of pay. The night or graveyard shift shall receive eighteen percent (18%) above the Class II straight time hourly rate of pay.]

ALAMEDA/CONTRA COSTA, SAN MATEO ~ A. First Shift: The first shift shall be eight (8) hours work with 8 hours pay Monday through Friday the first week and eight (8) hours work with 8 hours pay Monday through Thursday the following week in accordance with the work week (Item 7 Sect. A). The work week shall end on Thursday or Friday at 4:30 p.m.]

ALAMEDA/CONTRA COSTA, SAN MATEO ~ B. Second Shift: The second shift shall be seven and one-half (7 ½) hours work with eight (8) hours pay, plus 10% of the Class II gross taxable hourly wage rate and Friday shall comply with the contract work week.]

ALAMEDA/CONTRA COSTA, SAN MATEO ~ C. Third Shift: The third shift shall be seven (7) hours work with eight (8) hours pay, plus 15% of the Class II gross taxable hourly wage rate and Friday shall comply with the contract work week.]

SECTION E. Forepersons shall receive the appropriate shift percentage differential, in addition to their foreperson percentage premium.

of Bargaining Rights in lieu of the above together with such signed statement(s) as may from time to time be required and necessary to assure prompt enforcement of the terms and conditions of the agreement.

**SECTION B.** In applying the provisions of Section A above, and before dispatching employees covered by this agreement to an Employer who does not have a recognized local permanent shop within the jurisdiction of this agreement, the Union shall require such Employer to sign a stipulation to the effect that he will conform with all contractual requirements in this jurisdiction and also will make the appropriate fringe benefit contributions.

**SECTION C.** The Union agrees to furnish the Association on a continuous basis, a current copy of each signed agreement as set forth in Sections A and B above.

**SECTION D.** The Union and the Association agree to negotiate additional contracts covering industrial, residential and service work. Production Agreements may be negotiated by the Association with SMWIA Local 371.

#### **ITEM 54. TERMINATION AND ITEM RENEGOTIATIONS**

**SECTION A.** Termination and renegotiations shall be as set forth in the Standard Form of Union Agreement.

### **LIGHT COMMERCIAL -ADDENDUM NUMBER TWO TO STANDARD FORM OF UNION AGREEMENT FOR ALAMEDA, CONTRA COSTA, LAKE, MARIN, MENDOCINO, NAPA, SANTA CLARA, SAN MATEO, SAN FRANCISCO, SOLANO & SONOMA COUNTIES**

All firms signatory hereto are bound to the applicable Standard Form Union Agreement and Addendum 1. This Addendum modifies and/or amends those terms or conditions of the Standard Form Union Agreement and Addendum #1 when firms signatory hereto perform work described by this Addendum. Any contract items not specifically addressed/defined in this Addendum shall remain governed by the terms of the Standard Form Union Agreement and Addendum #1.

#### **ITEM 1 - AREA AND TERM OF CONTRACT**

This contract extension to the applicable Standard Form Union Agreement and Addenda, excluding wage/fringe increases, effective July 1, 1994, shall become effective for work with purchase orders dated after final ratification of December 20, 1994, by and between the applicable Sheet Metal & Air Conditioning Contractors' Association, Inc., SMACNA Chapter, also known as SMACNA and Bay Area Association of SMACNA Chapters, and Local Union 104 of the Sheet Metal Workers' International Association and shall remain in full force and effect through June 30, 1999.

#### **ITEM 2 - DEFINITIONS**

A. Light Commercial: No height restrictions with an HVAC contract price of \$250,000 or less. [SAN FRANCISCO ~ \$50,000.]

[NORTH BAY, SAN FRANCISCO ~ The total HVAC contract price for Light Commercial Projects is to include all costs for equipment, diffusers, controls, etc. as well as duct fabrication and installation. The cost of equipment, diffusers, controls etc. will not be applicable when/if existing jobsite units, diffusers, controls, etc. are retained for re-use on the same bid package due to the general contractor, owners and/or customer so mandating. If the purchase and placement of new units has been put to bid as a separate bid pack and can be so verified; the cost of said equipment shall not be applicable to the total HVAC contract price.]

[ALAMEDA/CONTRA COSTA, SAN MATEO ~ LIGHT COMMERCIAL: No height restrictions with an HVAC contract price, effective December 20, 1994, of \$250,000 equipped with packaged units or a unitary system. Job dollar values shall include a wholesale quoted price for equip-

ment which has been provided by the awarding agency. The light commercial job dollar value shall not include amounts for sub-contracts for non-covered work.]

[SANTA CLARA ~ A structure equipped with self-contained package units or self-contained unitary package systems. Work normally covered under the Standard Form of Union Agreement shall be included in the cost factors used to determine the contract price. All equipment shall be included in the contract price.]

The dollar CAP is to be reviewed by the Task Force every six (6) months with adjustments, if necessary, to be made no later than twelve (12) months. If the parties cannot agree then this issue would go to the National Joint Adjustment Board per Article X, Section 8.

B. Tenant completion work may be performed under this Addendum providing: the contract price is [NORTH BAY ~ \$220,000] [SAN FRANCISCO ~ \$50,000] [ALAMEDA/CONTRA COSTA, SAN MATEO, SANTA CLARA ~ \$150,000] or less.

[ALAMEDA/CONTRA COSTA, SAN MATEO ~ TENANT COMPLETION: Only that work extending from an existing trunk line or an existing water or air loop to registers and/or diffusers.

1. Said work secured in conjunction with and as part of the original HVAC contract on a structure not meeting the definition of light commercial shall be performed at the Building Trades rate of pay of Addendum No. One.]

[SANTA CLARA ~ TENANT COMPLETION: Only the work extending from an existing trunk line or an existing water or air loop to registers and or diffusers. Said work separately let to bid in a structure not meeting the definition of Light Commercial and with a contract price of \$150,000 or less may be performed under this Addendum.]

C. Remodel or add-on contracts on existing facilities may be performed under this Addendum providing: the contract price is [NORTH BAY ~ \$220,000] [SAN FRANCISCO ~ \$50,000] [ALAMEDA/CONTRA COSTA, SAN MATEO, SANTA CLARA ~ \$150,000] or less.

D. Architectural Sheet Metal CAP of \$100,000.00 - All Areas.

E. Unlimited dollar amount of Pre Engineered and Pre Manufactured Roofing & Siding - All Areas.

F. [ALAMEDA/CONTRA COSTA, SAN MATEO, SANTA CLARA ~ Job Notification: Employers are required to notify Employees prior to performing any work covered by this Agreement.]

G. [SANTA CLARA ~ UNION LABEL CLAUSE: Fabricated pipe and fittings for Light Commercial work as defined under the Light Commercial Agreement Addendum No. 2 shall bear the yellow label and be manufactured at the Building Trades rate of pay. Said items shall include, but not be limited to: wyes, spin-ins, fixed gore elbows, ceiling boxes, and adjustable elbows 24" round and above and any and all fittings construed to make up the individual system.]

#### **ITEM 3 - WAGE AND FRINGE SCHEDULE**

A. Effective July 1, 1994, the wage/fringe rate for journeypersons performing field installation on light commercial new construction projects, architectural sheet metal, metal roofing, [NORTH BAY ~ service, service repair], tenant completion, remodel, or add-on projects and/or when fabricating on an occasional or incidental basis plenums, boxes or boots and then only by persons normally employed in the field and for work covered by this Agreement only shall be increased in the amount of twenty-one cents (\$0.21) per hour as maintenance of benefits for Health Care and SUB/SHC.

July 1, 1995 Health/SUB Maintenance of Benefits, Wage Reopener

July 1, 1996 Health/SUB Maintenance of Benefits, Wage Reopener

July 1, 1997 Health/SUB Maintenance of Benefits, Wage Reopener

July 1, 1998 Health/SUB Maintenance of Benefits, Wage Reopener

B. Effective July 1, 1994 the wage/fringe schedule for journeypersons performing shop fabrication on Light Commercial projects on a continuing



## ITEM 5 - WORK WEEK AND OVERTIME PAY

A. All areas within the jurisdiction of SMWIA Local No. 104 that are performing work under a Light Commercial Addendum shall have a regular work week consisting of a forty (40) hour work week eight (8) hours per day between 8:00 a.m. and 4:30 p.m. Monday through Friday.

B. All work performed before or after regular working hours shall be overtime. Overtime shall be paid at time and one half for the first two (2) hours of overtime each day, Monday through Friday. The first eight (8) hours on Saturday shall be at time and one half. All other overtime, including Sundays and Holidays, shall be at the double time rate. Overtime shall be paid (as applicable) at the time and one half or double the straight time gross taxable hourly rate of pay.

C. [SANTA CLARA ~ Holidays shall be as defined in Addendum 1. In addition six (6) Floating Holidays to be designated by Labor/Management subject to Task Force resolve.]

## ITEM 6 - TRAVEL

A. 40 air mile radius free zone from Employer's shop if employees are furnished company transportation on a continuous basis.

B. 30 air mile radius free zone from Employer's shop if employees are not furnished company transportation.

C. 5 air mile radius free zone from employee's home if the employee reports directly to jobsite.

## ITEM 7 - HIRING HALL, HIRING AND REFERRAL PROCEDURES

The Hiring Hall language contained in Item 27 of Addendum #1 shall apply to all classifications covered by this Addenda. Employers shall refer all Air Conditioning Specialist Trainee applicants to the office of the JAC and no such applicant shall be employed until such time as the Employer is notified by said office of the acceptance of the application under procedures approved by mutual consent of the parties signatory hereto.

## ITEM 8 - JOINT APPRENTICESHIP AND TRAINING COMMITTEE

The language set forth below shall be subject to the action and authority of the Sheet Metal Workers' Local 104 and Bay Area Industry Training Fund pursuant to the authority granted to them in the Merger Agreement and the Sheet Metal Workers' Local 104 and Bay Area Industry Training Trust Agreement providing the direction to effectuate the merger and consolidation of the apprenticeship committees. In the event of a conflict between any rules and regulations established by the Trust Fund and the language contained herein, the language of the Trust Agreement and any rules and regulations established therein shall prevail.

A. Effective July 1, 1995 there shall be one central training fund for all areas with the training fund contributions directed into one fund as of July 1, 1995. The existing training fund shall be merged with all assets and liabilities pooled.

B. The local area JATCs shall retain jurisdiction over the administration of the Air Conditioning Specialist and Light Commercial training programs subject to the SMWIA 104 and Bay Area Industry Training Fund, including those dispatch procedures now in effect or that may be mutually agreed to in the future by the JATC.

C. [NORTH BAY, SAN FRANCISCO, ALAMEDA/CONTRA COSTA, SAN MATEO ~ Employers shall refer all applicants for the Air Conditioning Specialist and Light Commercial programs, along with a list of current employees and their classification, to the office of the local area JATC and no such applicant shall be employed until such time as the Employer is notified by said office of the acceptance of the application for entry into the program under procedures now in effect or as may from time to time be instituted by mutual consent of the parties signatory hereto. To provide as best as possible the opportunity for continued and stable employment of such persons as are admitted into the program, the Employer shall give consideration to the employment of those persons when and where possible.]

D. [NORTH BAY, SAN FRANCISCO ~ The local area JATCs shall

periodically review the status of apprentices to assure for those in periods [NORTH BAY ~ one (1) through five (5)] [SAN FRANCISCO ~ one (1) through four (4)] that the effects of this Agreement are not harmful to their progress and training and shall make such dispatches as are appropriate, necessary and equitable to all parties under this Agreement.]

E. [NORTH BAY, SAN FRANCISCO ~ A Full Step A/C Specialist Installer or A/C Specialist Installer Apprentice shall not receive a reduction in pay if they become a Building Trades or Light Commercial Apprentice, but shall continue to receive their A/C Specialist base pay (fringe contributions shall be based on Building Trades and/or Light Commercial apprentice contributions) until such time as their Building Trades and/or Light Commercial apprentice base wage advancement reaches their prior A/C Specialist base wage scale.]

F. Standardization of curriculum for existing 2 year A/C Specialist program. Task Force to meet with JAC's for resolution within 90-120 days. If the parties cannot agree then this issue would go to the National Joint Adjustment Board per Article X, Section 8.

G. The JACs shall administer the Air Conditioning Specialist Trainee training program including such dispatch procedures now in effect or that may be mutually agreed to from time to time by the parties signatory hereto.

H. [SAN MATEO ~ Air Conditioning Specialist Trainees shall attend training classes as established by the training committee. Attendance at said classes shall be paid for at the hourly rate of \$4.25 per hour. School hours shall be considered hours worked for the purpose of calculating overtime and shall be paid at the rate of time and one-half when applicable. All Applicants shall be dispatched at the rate of 1st Level Trainee and shall not be advanced in pay until completion of the required related training course.]

I. [ALAMEDA/CONTRA COSTA ~ School hours attended as required by Air Conditioning Specialist Trainees shall be considered hours worked and applicable wages and fringes shall be paid to the employee by the employer.]

J. [SANTA CLARA ~ Inasmuch as the Sheet Metal Air Conditioning Specialist Apprenticeship program has been recognized and certified by the State of California Division of Apprenticeship Standards and placed under the jurisdiction of the existing Joint Apprenticeship Committee, the Rules and Regulations governing these apprentices are those listed with the State of California.]

## ITEM 9 - DAVIS BACON PROVISIO

A. In the event that "helpers" or persons other than journeypersons or indentured apprentices are determined to be acceptable on Davis-Bacon, HUD or other prevailing rate work, then Employers signatory hereto may use Air Conditioning Specialists, Pre-Apprentices or Apprentices in lieu of helpers in the same ratio of journeypersons to helper allowed other employers.

[SANTA CLARA ~ Any employer utilizing this provision shall notify the Union in writing within five (5) days of being notified that the firm is to be awarded a contract to perform the work.]

B. Light Commercial journeyman and apprentice rates to be published for prevailing wages on Light Commercial projects. Task Force to review every 6 months with adjustments, if necessary, to be made no later than 12 months. This is subject to Resolution by General Counsel/Bay Area and Business Manager/Local 104.

## ITEM 10 - TASK FORCE

A. Labor/Management Task Force to be formed for the purpose of reviewing contract and making necessary adjustments including long range plans, wage reopener and other justifiable contract concerns of industry deterioration. Task Force to meet and report every six (6) months with adjustments, if necessary, to be made no later than twelve (12) months. If resolve cannot be reached by the parties then resolve would be through the National Joint Adjustment Board per Article X, Section 8. It is hereby understood and agreed to by all parties that Article X, Section 8 is applica-